

## **PART I - THE SCHEDULE**

### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **F.1 CLAUSES INCORPORATED BY REFERENCE**

52.242-15                      Stop Work Order and Alt I                      AUG 1989

#### **F.2 STOP-WORK AND SHUTDOWN AUTHORIZATION**

- (a) All Contractor and DOE employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either: be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the DOE Contracting Officer when work is stopped pursuant to this paragraph.
- (b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (c) A negative impact on the environment, safety or health of the site, the site workers, or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (d) As stated in the Section I clause entitled “Integration of Environment, Safety, and Health into Work Planning and Execution” the Contracting Officer may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor representatives” for “the Contracting Officer” in all subcontracts containing the above-cited “Integration of Environment, Safety, and Health into Work Planning and Execution” clause.

**F.3 TERM OF THE CONTRACT**

The transition period of this contract will be contract award through November 30, 2000. The term of this contract will be December 1, 2000 through Site Completion (Currently anticipated to be December 31, 2009).

**F.4 DELIVERIES**

Delivery of products/services under this contract shall be in accordance with the written direction of the Contracting Officer or any duly authorized Government representative.

**F.5 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance under the contract shall be in the Fernald, OH area and as described in Section C.

**F.6 DECLARATION OF COMPLETION**

Declaration of completion of Legacy Facility Completion and Site Completion: Upon completion of the contract requirements (for both Legacy Facility Completion and Site Completion) as set forth in Section C-4.2 of the Statement of Work, the Contractor shall prepare a letter declaring that Legacy Facility Completion and Site Completion have been physically completed. Separate letters for both Legacy Facility Completion and Site Completion are required. If the Contractor submits such a letter, the Government will have fourteen (14) business days to decide whether the Contractor's declaration is reasonable. Subsequently, the Government will, within ninety (90) calendar days accept the project as complete or provide the Contractor with a final definitive punch list of material deficiencies which preclude the Government from accepting the physical completion of the contract and a time frame for completion. During the acceptance period, the actual completion date will be suspended and fixed as the date the Contractor declares project completion. The Contractor shall complete any deficiencies identified by DOE and costs incurred to correct these deficiencies will be unallowable. During this period, the actual completion date will remain fixed while the Contractor completes the remaining open deficiencies.

Upon completion of punch list material deficiencies, the Contractor shall submit a Final Declaration Letter for physical completion for both Legacy Facility Completion and Site Completion. Separate letters for both Legacy Facility Completion and Site Completion are required. The Contractor's Final Declaration Letter and the Contractor's responsibility for completion of any material deficiencies shall be limited only to completion of the Government's final definitive punch list of material deficiencies established above, inasmuch as all other work was previously accepted by the Government. In the

event the Government determines that a portion of its final punch list of material deficiencies is not completed, the Contractor will be notified accordingly within thirty (30) calendar days of receipt of the Contractor's Final Declaration Letter. Costs incurred to correct these deficiencies will also be considered unallowable. In this event, and for any future incomplete final punch list work identified by the Government, the Contractor shall proceed diligently with the completion of the work and, upon completion, all withholding will be released to the Contractor except the required retainage amount set forth by Clause B.8.

#### **F.7 CONTRACT CLOSEOUT**

Concurrent with the Contractor's declaration of physical completion of the contract, as described in F.6, above, the Contractor shall submit a separate plan including budget and schedule for close-out of the contract. The Contract Close-out Plan will include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; ongoing monitoring and stewardship costs; or any other activities required by Clause I.20, Allowable Cost and Payment.